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Project: 101133578 — 22-PL-DIG-EWG — CEF-DIG-2022-GATEWAYS

**REQUEST FOR PROPOSAL no.
Z/0345/2024/Germany
("RFP")**

**NETIA S.A.
Warsaw, __.__.2024**



1. Information about the Contracting Authority

Netia S.A. with registered office in Warsaw at 13 Poleczki Street, 02-822 Warsaw, registered in the register of companies maintained by the District Court for Warsaw in Warsaw, 13th Business Registration Section of National Court Register, KRS number: 0000041649, share capital: PLN 335,578,344.00 (fully paid), NIP: 526-02-05-575, REGON: 011566374, a company having the status of a large enterprise, as defined by the Act of 8 March 2013 on preventing excessive payment delays in commercial transactions, hereinafter referred to as "Netia" or "Contracting Authority".

This document is confidential and can be used only for the purpose of preparation of the Bid. Copying or distribution of this document, in full or in part, in any form, is prohibited without the prior written consent of Netia.

This document is the property of Netia and entities belonging to the capital group, in the understanding of the Act of 16 February 2007 on Competition and Consumer Protection.

2. Subject of the Request for Proposal

In this RFP Netia would like to ask potential bidders ("Bidders") to prepare a Bid with respect to **Provision of a Dark Fibre IRU and Ancillary Services**, according to the requirements listed in this document, in particular according to the specification described in Item 4 of the RFP.

Code CPV: 32562100-1, 64200000-8

3. Contact person

Technical contact

Arkadiusz Zwolicki

Phone no. + 48 608 518 101

e-mail: arkadiusz.zwolicki@netia.pl

Commercial contact

Buyer: **Wojciech Kotz**

Phone no. +48 601 137 187

e-mail: wojciech.kotz@plus.pl

4. Terms of Reference of the Requests for Proposal

These Terms of Reference include guidelines based on which the Bidder shall prepare its Bid concerning the subject of the Request for Proposal, according to the Bid Form which constitutes **Appendix no. 1** to this RFP. Dark fiber IRU are specified in **Appendix no. 5** to this RFP.

SUBSTANTIVE ASSUMPTIONS:

In connection with building of an international DWDM network which is partially financed from the funds of the CEF2-Digital Program, Netia is looking for a company which will deliver **Dark Fibre IRU and Ancillary Services**, according to the Terms of Reference included in this RFP. The Bidder may submit a Bid for all or selected Dark Fiber IRU specified in **Appendix no. 5** to the RFP.

A. Subject of the Request for Proposal

Provision of a Dark Fibre IRU and Ancillary Services

- B.** The Contracting Authority expects the execution of the scope, as indicated in the Request for Proposal, within **3 months** from the date of signing of the Agreement.
- C.** All materials shall be provided by the Contractor.
- D.** Detailed requirements regarding the Bid:
 - 1. The Bid shall be complete and include required documents for a given scope.
 - 2. The Bid shall be presented according to the detailed assumptions specified in the RFP.
 - 3. The total price of the Bid and its scope (**Appendix no. 2** to the RFP) shall be expressed in EUR and include information provided in the Bid Form.



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- E. Any expenses related to the preparation and delivery of the Bid shall be borne by the Bidder.
- F. Payment deadline is 30 days of the receipt of invoice.

5. *The Bid shall include:*

- a. Presentation of the Bidder's company.
- b. Bid Form which constitutes **Appendix no. 1** to RFP.
- c. Price offer which constitutes **Appendix no. 2** to RFP.
- d. Copy of the document, which is not older than 3 months, allowing for verification of the legal status of the Bidder, that is whether a given entity exists (is entered to the relevant register of companies maintained in a given country),
- e. Obligations of the Vendor / Contractor to comply with the Rules of Ethical Behavior of Vendors in Contacts with Netia S.A. Group – Signed on the template which constitutes **Appendix no. 3** to RFP.
- f. Power of attorney granted by persons authorized to represent the Bidder if a person/s signing the Bid are not listed in registration documents as authorized to represent the company.
- g. Declaration of the Bidder which constitutes **Appendix no. 4** to RFP.

6. *Bid validity*

The Bid should be valid for at least ninety (90) days from the date of closing bids' submission. If the Bid does not include the validity date, Netia will assume that it is valid for the period of ninety (90) days from the date of its receipt by Netia. Netia reserves the right to apply to the Bidder for extending the Bid's validity for the subsequent ninety (90) days.

7. *Procedure of explaining doubts, answering questions*

During preparation of the Bid, the Bidder has the right to ask questions which can be asked not later than 5 days before the deadline for submission of Bids. **Questions should be sent to e-mail addresses of contact persons listed in Item 3.**

- a) Netia will provide answers to all Bidders taking part in the tender procedure. Questions and answers will not include information which will allow for identifying authors of questions.
- b) Netia may refuse providing answer to questions without providing any reasons.

8. *Deadline for submission of Bids*

The Bid (Bid Form, Appendix no. 1 with Appendixes nos. 2-4) shall be submitted in the form described in this Request for Proposal (item 9) **by 5 April 2024.**

9. *Form of Bid's submission*

A complete Bid, including all documents listed in Item 5 of RFP, shall be sent in one e-mail to **e-mail addresses provided in Item 3.** The Bid shall be signed by persons authorized to represent the Bidder. Powers of attorney must be attached to the Bid.

A document in PDF format (in case of more files, they can be compressed in ZIP file) is the required form of reply.

10. *Terms of participation in the Request for Proposal:*

- a) All Bidders are bound by the same terms of tender procedure, according to internal procedures of Netia
- b) The Bidder shall be obliged to keep confidential any information concerning Netia, obtained in connection with participation in this tender procedure, in particular information which constitutes



trade secret in the understanding of Article 11 item 4 of the Act on counteracting unfair competition (Journal of Laws, of 8 June 1993, no. 47, Item 211, as amended).

- c) This Request for Proposal constitutes an invitation to negotiations in the understanding of Article 72 of the Civil Code, thus the provisions concerning the offer in the understanding of Article 66 i of new Civil Code.
- d) Nevertheless, the Parties exclude an automatic effect of placing an order (that is a moment when the Parties will reach an agreement regarding any and all provisions that were subject of negotiations), whereas placing of an order takes place at the moment of signing it by both Parties.

10.1. Language of the Bid

The Bid shall be prepared in English.

10.2. Scope of the Bid

- a) The Bid shall be complete and include all required explanations, attachments and proposals of the Bidder, indicated in his Bid. By presenting the Bid in the form which is not consistent with provisions of this document or after the set deadline, the Bidder assumes the risk of omitting his Bid during the final selection of the Bidder. The Bidder shall cover any expenses related to providing a reply to this RFP.
- b) Failure to deliver all required information or delivering the Bid after the set deadline shall mean the lack of willingness to participate in the tender procedure at the Bidder's own accord. Failure to meet the terms of this RFP by the Bidder shall entitle Netia to reject the Bid.

10.3. Form of execution

- a) By sending his own Bid in response to this document, the Bidder accepts in full and without any reservations the form of entering into cooperation as recommended by Netia as well as any and all conditions recommended by Netia in this document.
- b) Netia reserves the right to enter into cooperation with the Bidder to any extent set out in this document, which however does not oblige Netia to sign an agreement / place an order and shall not mean accepting of the Bid.
- c) The Bid submitted in response to this document can be the basis for further negotiations with the Bidder, concerning the recommended commercial terms and may be reflected in the form of relevant provisions in the Agreement or Order with the Bidder.

10.4. Reservations of the Contracting Authority

Netia reserves the right to:

- a) amend, update or adjust the schedule, technical scope to its own current needs or requirements.
- b) accept the Bid in full or in part, to reject it, to exclude the Bidder from the tender procedure as well as cancel the tender procedure without providing any reasons. In such a case the Bidders shall not be entitled to any claims against Netia. If the tender procedure is cancelled, the Bidders will be notified about this fact in writing.
- c) reject the Bid in case of the failure to deliver all required information or delivery of the Bid after the set deadline, which means the lack of willingness to participate in the tender procedure by the Bidder's own accord.
- d) select any entity/entities with whom the negotiations will be conducted with respect to a part or the entire scope of the submitted Bids and to conclude an Agreement with more than one Bidder selected through negotiations, whereas the scope of the Agreement can cover a part or the entire scope of the submitted response to the Request for Proposal.
- e) cancel the process of Bidder's selection and/or withdraw from negotiations. On this account the Bidder shall not be entitled to any claims against the Contracting Authority.



- f) use only part of the Bid or its entire scope.

10.5. Stages of the tender procedure

The tender procedure shall be carried in the following way:

- a. Distribution of the RFP to Bidders;
- b. Submission of the Bid by Bidders;
- c. Checking whether the Bidder is not on the list of persons and entities which are subject to measures referred to in the Act on unique solutions to prevent support for aggression against Ukraine and protect national security, presented on the website of the Ministry of Internal Affairs and Administration of the Republic of Poland
- d. Evaluation of Bids: verification whether the Bid meets technical requirements;
- e. Evaluation of Bids: comparison of prices for Bids which meet the verification in item 10.5. c;
- f. Negotiations with Bidders: price negotiations as well as agreeing details of project execution;
- g. Selection of the Contractor. The best offer as the lowest score, according to the following formula:

$$\text{IRU NRC (€)} + 15 * \text{Maintenance Charges (annual fee) (€)} + \text{Facilities all initial costs (€)} + 180 * \text{Facilities (monthly costs) (€)}$$
 (IRU NRC's (€) share in TOTAL OFFER PRICE must be above 65%).
- h. Signing of the Agreement.

11. Appendices

All Appendices are an integral part of the Request for Proposal. List of Appendices:

Appendix no 1	Bid Form
Appendix no 2	Price Offer
Appendix no 3	Obligations of the Vendor / Contractor to comply with the Rules of Ethical Behavior of Vendors in Contacts with Netia S.A. Group
Appendix no 4	Declaration of the Bidder
Appendix no 5	Dark Fibre IRU
Appendix no 6	Agreement specimen to be accepted by the Bidder



Appendix no 1

BID FORM

Subject of the RFP Germany IRU-15Y

Name of the Bidder and
 appropriate tax identification
 number

Address of the registered office of
 the Bidder

Correspondence address of the
 Bidder

E-mail address

With reference to the Request for Proposal:

1. We confirm performance of the scope of work set out in the Request for Proposal **within** **days** of the date of signing of the Agreement.
2. We declare that we have obtained necessary information to prepare this Bid.
3. We declare that we accept the terms included in the Request for Proposal and in the appendices to the Request for Proposal.
4. We declare that we will conclude an agreement in the shape as provided for in the Appendix no 6 to the Request for Proposal.
5. We offer performance of work covered by the Request for Proposal for the total amount of **.....EUR.**
6. We accept the payment deadline of 30 days from the date of delivery of correctly issued invoice to the Contracting Authority.
7. The Bid's validity is days (not less than 90 days) from the date of expiry of the deadline for submission of Bids.

We enclose the following Appendices to this Bid:

1. Company presentation,
2. Power of attorney granted by persons authorized to represent the Bidder if the person(-s) signing the Bid are not mentioned in the company's documents as authorized to represent it,
3. Appendix no 2 to the Request for Proposal,
4. Appendix no 3 to the Request for Proposal,
5. Appendix no 4 to the Request for Proposal,
6. Copy of the document, which is not older than 3 months, allowing for verification of the legal status of the Bidder, that is whether a given entity exists (is entered to the relevant register of companies maintained in a given country)

Place....., date 2024.

Bidder:

.....
 /legible signature of person(-s) authorized to
 assume liabilities on behalf of the Bidder



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Appendix no 2

1. DARK FIBRE IRU PAYMENTS AND MAINTENANCE CHARGES

Route Ref.	From (Site)	To (Site)	IRU NRC (€)	Maintenance Charges (annual fee) (€)	Total Price for Route (€)
			A	B	A + 15 * B
1.	Polish/German border crossing – Slubice Area	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany			0
2.	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany			0
3.south.	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany			0
3.north	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany			0



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4.	German/Czech Republic border crossing – Rozvadov/Waidhaus Area	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany		0
(I) Total Price for all routes:				0



Note: If there is no need to use Facilities Chargers for the execution of given routes, then the following table may be left empty

2. Facilities Charges

Section Ref	Contractor Premises Name / address	Power consumption per month	Facilities all initial costs (€)	Facilities (monthly costs) (€)	Total Price for Route (€)
			A	B	A + 180 * B
					0
					0
					0
					0
				(II) Total Price for all facilities:	0

3.

TOTAL OFFER PRICE (I + II) (€)	0
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4. Evaluation of Bids and selection of the Contractor for specific Route

The best offer as the lowest score, according to the following formula:

IRU NRC (€) +15*Maintenance Charges (annual fee) (€)+Facilities all initial costs (€)+180*Facilities (monthly costs) (€)

IRU NRC's (€) share in TOTAL OFFER PRICE must be above 65%



Appendix no 3

OBLIGATIONS OF THE VENDOR / CONTRACTOR TO COMPLY WITH THE RULES OF ETHICAL BEHAVIOR OF VENDORS IN CONTACTS WITH NETIA S.A. GROUP

1. The rules apply to all Vendors / Contractors who cooperate or seek to cooperate with companies belonging to the Netia Group in contacts with the Employees of the Netia Group. Netia Group shall be understood as (i) Netia S.A., (ii) all companies operating under the commercial law in which Netia S.A. is direct or indirect partner or shareholder.
2. Vendors/ Contractors shall be obliged to acquaint themselves with the following rules for Sub-contractors and shall be responsible for observing these rules by Sub-contractors.
3. Vendor / Contractor will neither offer nor give to the Employee of Netia Group:
 - 3.1. A cash gift in any form and amount, directly or through a third party;
 - 3.2. Financial or non-financial gains, except for items the use of which is customarily accepted for advertising purposes, and whose value cannot exceed 20 USD (or its equivalent),
 - 3.3. Benefits, or the promise of benefits offering of which may be interpreted as an attempt at influencing the decision of a company from Netia Group concerning the Vendor / Contractor’s selection,
 - 3.4. An invitation to participate in meetings, events etc. the cost of which covered by the inviting party exceeds 20 USD (or its equivalent), if such an invitation is handed in individually and is of personal nature.
4. Vendor / Contractor shall be obliged to notify the company from the Netia Group with which Vendor / Contractor intends to enter into cooperation on the date of submitting the cooperation offer to this company at the latest, about:
 - 4.1. Family ties binding the Vendor / Contractor with an Employee of the Netia Group who could have potential impact on the selection of Vendor / Contractor,
5. Vendor / Contractor cannot employ an Employee of Netia Group in any form and against any remuneration. If such situation occurs, the Vendor / Contractor shall follow the procedure laid down in item 4.
6. In case of violation of the above mentioned rules, Vendor / Contractor acknowledges that:
 - 6.1. A company from Netia Group with which the Vendor concluded the Contract may withdraw from the Contract within three months from the date of learning about the above mentioned circumstances. In such a case Vendor / Contractor may demand only the remuneration which is consistent with the remuneration provided for in the Contract in case of withdrawal from the Contract by the company from Netia Group due to the Vendor / Contractor’s fault if such a remuneration would be due at all.
 - 6.2. Netia reserves the possibility to take all necessary steps to which it is entitled according to the law.
7. Vendor / Contractor confirms that he acquainted himself with these rules and commits to observe them.

Place, on 2024.

Bidder:

.....
 /legible signature of person(-s) authorized to
 assume liabilities on behalf of the Bidder
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Appendix no 4

STATEMENT OF THE BIDDER

Hereby,

.....
.....
.....

(enter the name of the Bidder, registered office address)

declares that it:

1. is not in arrears with payment of taxes or social security contributions,
2. no insolvency, settlement or liquidation proceedings have been initiated against the Bidder and the Bidder's bankruptcy has not been declared nor he is at the risk of bankruptcy, and also the Bidder has not filed with the court declaration about initiating remedy proceedings,
3. has appropriate technical and economic capacity to ensure provision of services which are subject of the Request for Proposal,
4. employs persons who have licenses and qualifications necessary for provision of services which are subject of the Request for Proposal, or he has such licenses and qualifications himself,
5. the presented Bid is compliant with the terms included in this Request for Proposal,
6. accepts all requirements laid down in the Request for Proposal (and in appendices to the Request for Proposal) received under the tender procedure with respect to Z/0345/2024/Germany
7. will conclude an agreement based on the Agreement specimen which can be found in the Appendix no 6 of the RFP for dark fiber IRUs for which he submitted his Bid and for which IRU the Bidder will be selected as the contractor
8. the Bidder is not subject to exclusion from the proceedings under Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine
9. the Bidder is not related to the Ordering Party in any way, whether by capital or personally.

Place....., on 2024.

Bidder:

.....
/legible signature of person(-s) authorized to
assume liabilities on behalf of the Bidder

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DARK FIBRE IRU

DARK FIBRE IRU

Route Ref	From (Site A)	To (Site B)
	German	
1.	Polish/German border crossing – Slubice Area	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany
2.	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany
3.south.	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany
3.north	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany
4.	German/Czech Republic border crossing – Rozvadov/Waidhaus Area	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany

General specifications:

Dark Fiber compliant with the ITU-T G.652/652D specification

Test Methods in accordance with the ITU-T G.650 specification

Routes, Sections and Facilities:

- demarcation points (Site A, Site B) specified in the detailed specification for each Route;
- demarcation points in regeneration nodes for the number of Sections >1 must be connected to the space intended for colocated Customer Equipment in the form of Patch with LC/PC (LC/UPC) terminations with a minimum length of 1 m.
- power supply and air condition on Facilities must be redundant and guaranteed with a minimum of 8 hours of battery autonomy and with an emergency power generator.



Specification detailed:

1. German :

1 Route 1:

Route Ref	From (Site A)	To (Site B)
1.	Polish/German border crossing – Slubice Area	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany

Site A:

Location: Polish/German border crossing – Slubice Area (Polish side : Lubuskie Voivodeship, Slubice County / German side: Frankfurt Oder area, state of Brandenburg). Ensured connection to the Customer network the telecommunications operator(s) indicated by Customer on the Polish side of the border.

Dark Fiber termination : fiber optic distribution box (ODF) /optical coupler.

Site B :

Location: Germany, 12103 Berlin, Alboinstrasse 36 – 42.

Geographical coordinates: 52.465779N, 13.369905E

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC) at Speedbone colocation Facility (MMR).

Route (Site A – Site B) :

Estimated fiber length: 100-120 km

Number of regeneration Sections: 1.

Number of regeneration Facilities: 0.

Description of regeneration Facilities: none.



2. Route 2 :

Route Ref	From (Site A)	To (Site B)
2.	Berlin – Speedbone ; Alboinstrasse 36 – 42, 12103 Berlin, Germany	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany

Site A:

Location: Germany, 12103 Berlin, Alboinstrasse 36 – 42.

Geographical coordinates : 52.465779N, 13.369905E

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC)
Speedbone colocation Facility (MMR).

Site B :

Location: Germany, 60314 Frankfurt am Main, Hanauer Landstraße 298.

Geographical coordinates : 50.11967N, 8.73463E

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC) at Digital
Realty (FRA8) colocation Facility (MMR).

Route (Site A – Site B) :

Estimated fiber length: 650-740 km

Number of regeneration Sections: 8-9 (max. 100km).

Number of regeneration Facilities: 7-8.

Description of regeneration Facilities: 6U Rack Space (19/21”); two independent DC power
lines (2x16A 48V DC A+B) prepared to the collocation space. Maximum power consumption
300W



3. Route 3 (south and north):

Route Ref	From (Site A)	To (Site B)
3.south	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany
3.north	Frankfurt am Main - Digital Realty (FRA8) ; Hanauer Landstraße 298, 60314 Frankfurt am Main, Germany	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany

Site A:

Location: Germany, 60314 Frankfurt am Main, Hanauer Landstraße 298.

Geographical coordinates : 50.11967N, 8.73463E

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC) at Digital Realty (FRA8) colocation Facility (MMR).

Site B :

Location: Germany, 60326 Frankfurt am Main, Kleyestrasse 90.

Geographical coordinates : 50.09885, 8.632004

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC) at Equinix (FR5) colocation Facility (MMR).

Route (Site A – Site B) must include an offer for two physically separate and independent optical routes between endpoints (named as south and north).

Estimated fiber length 10-25 km

Number of regeneration Sections: 1.

Number of regeneration Facilities: 0.

Description of regeneration Facilities: none.



4. Route 4:

Route Ref	From (Site A)	To (Site B)
4.	German/Czech Republic border crossing – Rozvadov/Waidhaus Area	Frankfurt am Main - Equinix (FR5) ; Kleyestrasse 90, 60326 Frankfurt am Main, Germany

Site A:

Location: German/Czech Republic border crossing – Waidhaus Area (German side : state of Bavaria, in the region of Upper Palatinate, region Oberpfalz-Nord, district of Neustadt an der Waldnaab / Czech Republic side: Rozvadov area, Pilsen region, Tachov district, Rozvadov commune). Ensured connection to the Customer network(s) or the telecommunications operator(s) indicated by Customer on the Czech Republic side of the border.

Dark Fiber termination : fiber optic distribution box (ODF) /optical coupler.

Site B :

Location: Germany, 60326 Frankfurt am Main, Kleyestrasse 90.

Geographical coordinates : 50.09885, 8.632004

Dark Fiber termination : fiber optic distribution box (ODF) (SC/APC or E2000/APC) at Equinix (FR5) colocation Facility (MMR)

Route (Site A – Site B) :

Estimated fiber length: 400-450 km

Number of regeneration Sections: 6-7 (max. 100km).

Number of regeneration Facilities: 5-6.

Description of regeneration Facilities: 6U Rack Space (19/21”); two independent DC power lines (2x16A 48V DC A+B) prepared to the collocation space. Maximum power consumption 300W.



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Appendix no 6

AGREEMENT SPECIMEN TO BE ACCEPTED BY THE BIDDER